

Date

ROUTING AND TRANSMITTAL SLIP

TO: (Name, office symbol, room number, building, Agency/Post)

	Initials	Date
1. Kathryn Hernandez, EPR-SR	SC for KH	2/13/13
2. Stan Christensen, EPR-SR	SC	2/13/13
3. Bill Murray, EPR, SR	on	2/13/13
4. Maureen O'Reilly, ENF-RC	MOR	2/14/13
5. Kelcey Land, ENF-RC		
6. Andrea Madigan, ENF-L		
7.		
8.		
9.		
10.		

<input type="checkbox"/> Action	<input type="checkbox"/> File	<input type="checkbox"/> Note and Return
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> For Clearance	<input type="checkbox"/> Per Conversation
<input type="checkbox"/> As Requested	<input type="checkbox"/> For Correction	<input type="checkbox"/> Prepare Reply
<input type="checkbox"/> Circulate	<input type="checkbox"/> For Your Information	<input type="checkbox"/> See Me
<input type="checkbox"/> Comment	<input type="checkbox"/> Investigate	<input checked="" type="checkbox"/> Signature
<input type="checkbox"/> Coordination	<input type="checkbox"/> Justify	

REMARKS

Richardson Flat

Enclosed is the AOC with Park City for the performance of the EE/CA and response action for OU 4 - the Prospector Drain. I have the originals of the signature pages for all the other parties.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Madigan

Room No. - Bldg.

Phone No.
(303) 312-6904

OPTIONAL FORM 41 (Rev. 1-94)
Prescribed by GSA

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the Respondent, Park City Municipal Corporation (Park City), and the U.S. Environmental Protection Agency (EPA), the Bureau of Land Management (BLM), the U.S. Fish and Wildlife Service (FWS), the Utah Department of Environmental Quality (UDEQ), and the State of Utah Natural Resource Trustee. This Settlement Agreement provides for the preparation and performance of an Engineering Evaluation/Cost Analysis (EE/CA) and a non-time critical removal action (Removal Action) for operable unit 4 (OU4) of the Richardson Flat Tailings Site located near Park City, Utah, as depicted on the map attached as Appendix A. This Settlement Agreement also provides for the reimbursement of Future Response Costs incurred by EPA and BLM in connection with the EE/CA and Removal Action for OU4. In addition, this Settlement Agreement provides for the preparation of a Natural Resource Injury Assessment and Restoration Alternatives Analysis for OU4 and the reimbursement of the Natural Resource Trustees' Future Assessment Costs.
2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended (CERCLA). This authority was delegated to the Administrator of EPA and the Secretary of the Interior on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), as amended. This authority was further delegated by the EPA Administrator to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D and by the Interior Secretary to the Director of FWS and the Director of BLM pursuant to Part 207, Chapter 7 of the Department of the Interior's Manual. The authority delegated to the Regional Administrator of EPA Region 8 was further delegated to the Assistant Regional Administrator, Office of Ecosystem Protection and Remediation by EPA Delegation No. 14-14-C. The authority delegated to the Directors of BLM and FWS was further delegated to the BLM State Directors and FWS Regional Directors, respectively.
3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), the EPA notified the U.S. Department of the Interior and the State of Utah of the release of hazardous substances that may have resulted in injury to the natural resources under federal and state trusteeship at OU4 and of negotiations with potentially responsible parties.
4. The Parties recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Park City in accordance with this Settlement Agreement do not constitute an admission of any liability. Park City does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections V and VI of this Settlement Agreement. Furthermore, Park City does not admit any responsibility or liability for environmental nor contaminant issues at the Site. The